

8/01/05 9:56:46  
BK 505 PG 783  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK  
GRANTOR

**CHEROKEE DEVELOPMENT CO., INC.**

**TO**

**WHEELER CONSTRUCTION, LLC**

**GRANTEE**

**WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, CHEROKEE DEVELOPMENT CO., INC., a Mississippi corporation, does hereby sell, convey and warrant unto WHEELER CONSTRUCTION, LLC., a Mississippi Limited Liability Company, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 15, Cherokee Ridge, Part of Cherokee Valley P.U.D., situated in Section 31, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in Plat Book 64, Page 31-32, Chancery Clerk's Office, DeSoto County, Mississippi.

AND

Lots 94 and 95, Fourth Addition, Cherokee Ridge, Part of Cherokee Valley P.U.D., situated in Section 31, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in Plat Book 83, Page 48, Chancery Clerk's Office, DeSoto County, Mississippi.

AND

Lots 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165 and 166, Seventh Addition, Cherokee Ridge, Part of Cherokee Valley P.U.D., situated in Section 31, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in Plat Book 92, Page 42, Chancery Clerk's Office, DeSoto County, Mississippi.

The warranty in this Deed is subject to subdivision and zoning regulations in effect in DeSoto County, Mississippi and easements as shown on plat of record in Cherokee Ridge, Part of Cherokee Valley P.U.D.

The Grantee herein acknowledges and covenants that it is the Grantee's responsibility to maintain property in such condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued throughout the establishment of permanent vegetative cover. Grantee acknowledges and agrees that Grantor is not responsible for any damages which hereafter may be suffered by Grantee or other property owners or parties as a result of site preparation work

carried out by Grantee and his/her subcontractors and Grantee agrees to fully indemnify and hold Grantor harmless from any such damages sustained in connection therewith.

Taxes for the year 2005 shall be prorated and possession is to take place upon the delivery of this Deed.

WITNESS THE SIGNATURE OF THE DULY AUTHORIZED OFFICIAL OF THE GRANTOR, this the 27 day of July, 2005.

CHEROKEE DEVELOPMENT CO., INC.,  
a Mississippi corporation

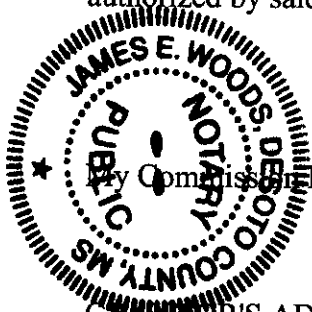
BY: Anthony L. Jones  
ANTHONY L. JONES, President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 27 day of July, 2005, within my jurisdiction, the within named ANTHONY L. JONES, who acknowledged that he is President of Cherokee Development Co., Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

James E. Woods  
NOTARY PUBLIC



My Commission Expires: 7-12-7

GRANTOR'S ADDRESS:

6921 Hamilton Circle  
Olive Branch, MS 38654  
Phone: 662 895-8500

GRANTEE'S ADDRESS:

P.O. Box 150  
SOUTH AVEEN, MS 38671  
Phone: 901-619-4646

PREPARED BY AND RETURN TO:

JAMES E. WOODS  
WATKINS LUDLAM WINTER & STENNIS, P.A.  
P. O. Box 1456  
Olive Branch, MS 38654  
(662) 895-2996

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